

**MINUTES OF MEETING
GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT**

A Regular Meeting of the Grand Haven Community Development District's Board of Supervisors was held on **Thursday, February 20, 2014 at 9:30 a.m.**, in the **Grand Haven Room, Grand Haven Village Center, 2001 Waterside Parkway, Palm Coast, Florida 32137.**

Present at the meeting were:

Peter Chiodo	Vice Chair
Marie Gaeta	Assistant Secretary
Tom Lawrence	Assistant Secretary
Raymond Smith	Assistant Secretary

Also present were:

Craig Wrathell	District Manager
Howard McGaffney	Wrathell, Hunt and Associates, LLC
Rick Woodville	Wrathell, Hunt and Associates, LLC
Scott Clark	District Counsel
Jim Sullivan	District Engineer
Barry Kloptosky	Field Operations Manager
Robert Ross	Vesta/AMG
Roy Deary	Vesta/AMG
Joe Montagna	Vesta/AMG
Sterling Colee	Grand Haven Realty
Patrick Leahy	General Manager, Escalante Golf
J. Snelling	Golf Course Superintendant, Escalante Golf
Ken Husuliak	Citrus Seven Pump Station Services
Ron Merlo	Resident
Louise Vince	Resident
Jean Pruett	Resident
Allan Roffman	Resident
JoAnn Hester	Resident
Barry Hester	Resident
J. James Lewis	Resident
Linda Demkar	Resident
Linda Rolla	Resident
Elizabeth Fraioli	Resident
George Amandola	Resident
Jim Sullivan	Resident
Rob Carlton	Resident
Charlie Greer	Resident
Sharon Downes	Resident
Gary Noble	Resident

FIRST ORDER OF BUSINESS

CALL TO ORDER/ROLL CALL

Mr. Wrathell called the meeting to order at 9:31 a.m., and noted, for the record, that Supervisors Chiodo, Gaeta, Lawrence and Smith were present, in person. Supervisor Davidson was not present.

SECOND ORDER OF BUSINESS

PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance.

THIRD ORDER OF BUSINESS

PUBLIC COMMENTS *(3-Minute Rule; Non-Agenda Items)*

Ms. Linda Rolla, a resident, indicated that the Pickleball Group has 20 members and is growing, in the community. She discussed the condition of the pickleball court and asked the Board to consider creating two (2) courts, dedicated to pickleball.

Mr. Kloptosky recalled that the quote to resurface the basketball court and repaint the lines for pickleball was approximately \$5,000, 18 months ago. He stated that he does not have quotes for the work requested, which involves extending the court, expanding to two (2) courts and leaving them in place permanently, which would eliminate full-court basketball in the community. Mr. Kloptosky advised that the only other alternative would be to find a location to build two (2) pickleball courts, from scratch. He stressed that the Pickleball Group's current request is different from their past request.

Ms. Rolla voiced her opinion that the soccer field is never used and she has never observed a full-court basketball game. She noted that she is not in favor of eliminating basketball entirely, as people could still shoot baskets.

Supervisor Chiodo directed Mr. Kloptosky to obtain quotes to resurface the current court, as well as the cost to expand and/or build two (2) new courts.

Mr. Kloptosky advised that he will obtain the requested quotes, along with quotes for expanded fences, which Ms. Rolla requested. Regarding quotes for new courts, Mr. Kloptosky indicated that he can obtain quotes; however, a location must be found.

Supervisor Lawrence asked about diagrams of the proposed reconfiguration. Mr. Kloptosky explained that the Pickleball Group wants to turn the direction of the courts and make

two (2) courts on the existing basketball court, which would interfere with the ability to play basketball on a full-court basis.

Supervisor Smith indicated that his company will offer to give Mr. Kloptosky a coating for the court that does not allow algae and mold to grow.

FOURTH ORDER OF BUSINESS

CONSULTANTS, GUEST REPORTS & PRESENTATIONS

A. Parade of Homes, March 8-16, 2014 (*Sterling Colee, Grand Haven Realty*)

Mr. Sterling Colee, of Grand Haven Realty, indicated that the Parade of Homes will take place in March. He recalled that Grand Haven Realty placed guards at the Main Gate on Saturdays and Sundays, last year, and plans to do the same this year.

Mr. Kloptosky stated that the process ran smoothly last year.

Mr. Wrathell noted that Grand Haven Realty employed ABM Security for additional gate coverage.

▪ **Marlin Drive Pump House Repairs and Maintenance**

****This item, previously Item 6.C.ii., was presented out of order.****

Mr. Wrathell recalled extensive discussion at the Continued Meeting, a few weeks ago, and that Escalante Golf (Escalante) was to present additional proposals today, from Citrus 7 Pump Station Services (Citrus).

Mr. Patrick Leahy, of Escalante, indicated that Citrus is Escalante’s preferred contractor because of their experience in the marketplace. He noted that Escalante will invest a lot of money in this project, which is different than a management company that does not have some “ownership” in the project. Given the amount of money that Escalante will invest in the pump house, they would like to use Citrus, based on their background and experience.

Mr. Ken Husuliak, of Citrus, provided a brief history of Citrus, as well as his and his partner’s experience and expertise in this field. He advised that Citrus maintains golf courses throughout Florida.

Supervisor Chiodo noted that Citrus highlighted their warranty and asked Mr. Kloptosky to comment on the warranty offered by PBM Constructors, Inc. (PBM). Mr. Kloptosky voiced his understanding that PBM’s warranty is two (2) years on the pump equipment and one (1) year on the building, labor and materials, which he considers standard, for construction.

Supervisor Chiodo asked how quickly Citrus could commence work.

Mr. Husuliak indicated that, once the contract is signed, the work should be completed in the time specified in the contract to build and install the equipment.

Supervisor Gaeta noted that the Citrus contract states “any maintenance or repairs done without the preauthorization of Citrus 7 Pump Station Services shall void all warranties”. She asked Mr. Husuliak if he is aware that the District owns the pump house.

Mr. Husuliak replied affirmatively but explained that, if the District wants Citrus to warranty the equipment, Citrus wants to ensure that they have control of their product, during the warranty period. If the District utilizes an unqualified maintenance provider and something goes wrong, Citrus does not want to be held responsible for the other contractor’s work. Citrus wants to maintain responsibility for their product, which is why they want to be the only party maintaining it, at least during the warranty period.

Mr. Kloptosky expressed his opinion that both Citrus and PBM are capable of performing the work; however, he is concerned that the District owns the pump station and equipment and the deplorable conditions are related to past lack of maintenance by the previous golf course operator. He stated that the maintenance responsibility was previously in the hands of another entity and the current situation is the result of the other party. Moving forward, Mr. Kloptosky recommended that the Board be very convinced, if they will continue allowing someone else to maintain the pump house.

Mr. Kloptosky voiced his concern about a “lack of maintenance” since Escalante took over from Hampton Golf. He believes that certain things needed to be done but were not, such as blocked discharge hoses that have not been replaced, water spewing from the pump for an extended period of time, an illuminated warning light that keeps coming back on.

Mr. Leahy asked Mr. Kloptosky when he last visited the pump house.

Mr. Kloptosky indicated that the CDD field staff visit the pump house and turned the question over to Mr. Jeff Kilpatrick, Grand Haven Maintenance Supervisor.

Mr. Kilpatrick stated that he visits the pump house several times each week to ensure that the warning light is not on and that he notified Escalante “a couple of times”. Mr. Leahy asked Mr. Kilpatrick when he last notified Escalante. Mr. Kilpatrick indicated that it was about two (2) weeks ago. Mr. Leahy disagreed and advised that the last time Mr. Kilpatrick spoke to him about the warning light was at least two (2) months ago. Mr. Kilpatrick disagreed with Mr. Leahy.

Mr. Leahy stated that he was in the pump house yesterday and everything is running fine. Regarding the issue of warning lights, he advised that the warning light comes on any time the pump house goes on low pressure. When the common grounds and golf course are irrigated, the pressure drops to a level that causes the warning light to illuminate. He explained that this does not mean something is wrong; the system is working the way it is designed to work. Mr. Leahy discussed the recent water situation and explained that, while the golf course uses most of the water, the pump house experiences a lot of wear and tear related to watering the common grounds, as well.

Mr. Kloptosky conceded that he is not an expert on this type of matter and voiced his understanding that the warning lights could illuminate for a number of reasons. Mr. Kloptosky questioned if the warning lights go on when there are pressure problems and the water is being pumped back into the lines faster than it should because something is not working properly. Mr. Husuliak indicated that the situation could occur but certain things must happen. First, the pressure regulating device would have to stop operating; however, there are safety features built in that would address that situation. Mr. Husuliak indicated that Citrus checks the pressure relief valves and shows field staff what to look for so they are familiar with potential problems.

Mr. Husuliak noted that he would be more concerned with a low pressure situation. He explained that the golf course is standard in the amount of water it can run, due to the pipe size and field hydraulics. If low pressure problems are occurring, the homeowner associations must become more aware of what is occurring and be made to abide by the usage and time rules. Mr. Husuliak noted that, oftentimes, when there is a low pressure situation, homeowners are not following the rules for when they are allowed to water, which can create an issue.

Supervisor Chiodo indicated that the GHMA is not involved; this pump house waters the CDD common areas.

Mr. Husuliak pointed out that the situation can apply to common areas, as well. If someone has control of usage and low pressure issues continue, the common area usage should be monitored.

Mr. Kloptosky advised that this is being monitored by the District's landscaper, Austin Outdoor (Austin). He stated that he is not concerned about low pressure, as much as high pressure. Mr. Kloptosky indicated that whoever maintains the pump house must communicate with him, the field staff and the CDD office, on a regular basis. He contended that, historically, it has not happened, which causes him great concern. Mr. Kloptosky noted that Austin advised

him that the issue is related to high pressure; there have been extensive line breaks in the irrigation system due to excess pressure. He reiterated his concerns about the previous lack of communication.

Mr. Husuliak asked Mr. Kloptosky if he is running the same pressure as the golf course. Mr. Kilpatrick replied affirmatively. Mr. Husuliak pointed out that, if the CDD is running the same pressure as the golf course, it is a big issue because the common ground area lines and sprinkler heads are designed for low pressure, residential type irrigation. Mr. Husuliak explained that the golf course irrigation system is designed to be the commercial type, which has thicker irrigation pipe that can take more pressure and the irrigation heads are commercial quality, to last longer and handle the pressure. Mr. Husuliak advised that, when the same pump station services both a golf course and common and/or residential areas, it should have two (2) different pressure points, a regulating valve going to the common grounds to reduce the pressure.

Mr. Kloptosky agreed that the District could research the common area irrigation system; however, the points made by Mr. Husuliak were never previously brought to his attention. Mr. Husuliak noted that this is exactly the reason he wants to be involved; Citrus has tremendous experience in many different communities in Florida. Mr. Husuliak offered to provide the name of a local contact that changed their pipe system due to the exact same problem.

Supervisor Chiodo stated that it would not surprise him if the pressure issue is caused by the problem explained by Mr. Husuliak. He indicated that the District must move forward and, if the pressure issue is as described, it might be necessary to research it prior to completing the pump house repairs. Relative to the maintenance issue, Supervisor Chiodo stressed that the District must have an agreement that the CDD office, Mr. Kloptosky and field staff are informed as frequently as the golf course, regarding maintenance schedules and issues, since the CDD owns the pump house. He stressed that the contractor cannot view Escalante as the pump house owner.

Mr. Leahy agreed that there must be communication. He stressed Escalante's desire to have more communication with Mr. Kloptosky and for the golf course and CDD to work together, for the benefit of the community.

Supervisor Chiodo stated that he is hearing a different attitude from the new golf course operator, than previous operators, and he is willing to move forward, as this is a joint situation.

Regarding communication, Mr. Kloptosky voiced his opinion that this has been an issue for months but the District heard nothing from Escalante until District Counsel sent a letter. He

believes that this is unacceptable. Mr. Kloptosky questioned if it will always take that process for Escalante to work with the District. He voiced his contention with the Citrus proposal and its disclaimers. Mr. Kloptosky contended that he still has not received an answer regarding what chemicals are in the chemical tanks. He argued that there are many unanswered questions.

Mr. Husuliak indicated that Citrus is not too concerned about the fertigation tank containing basic liquid fertilizer, as it is a standard product used on golf courses worldwide. He noted that, regarding the warranty, Citrus is more concerned with the water quality and pointed out that, the effluent water passing through the system is causing quicker deterioration of pump houses and golf course maintenance equipment, in Florida.

Mr. Kloptosky and Mr. Kilpatrick recalled speaking to the City of Palm Coast regarding water quality several years ago. Mr. Kilpatrick reported that the city claimed that the reclaimed water is so clean, a person could almost drink it.

Mr. Husuliak reiterated that, regardless of what the city says, Citrus' greater concern is the quality of the reclaimed water that is passing through the equipment. Supervisor Chiodo noted that the water quality will not change. Mr. Husuliak acknowledged that the quality will not change; however, if equipment deteriorates quickly, Citrus will want water samples taken to determine what is in the District's water supply that could be causing the issues. Citrus does not want to be held responsible if the District has bad reclaimed water quality and the District is simply accepting it from the city.

Mr. Kloptosky asked Mr. Husuliak to discuss Citrus' experience interacting with the City of Palm Coast and the permitting department. Mr. Husuliak indicated that Citrus has not worked with the City of Palm Coast, specifically, on permitting. Supervisor Chiodo pointed out that everyone encounters problems working with the City of Palm Coast on permitting matters; everyone will have the same issues. Mr. Husuliak stressed that he is quite experienced in dealing with permitting and governmental agencies.

Mr. Kloptosky voiced his concern about Citrus' lack of direct experience with the City of Palm Coast and noted that PBM works with the city almost every day, as part of their maintenance contract with the city. He believes that PBM has a good working relationship with the city. Mr. Kloptosky recalled the delays to obtain a permit to install a shed and voiced his opinion that the City of Palm Coast will put the District through a lot, on this project. He voiced his opinion that a contractor with a relationship with the city would be better in moving the project along.

Regarding Mr. Kloptosky's comment, Supervisor Chiodo pointed out to him that the permitting matter must be a joint effort by the CDD office, Escalante and the contractor.

Supervisor Lawrence asked for confirmation of Mr. Leahy's willingness to establish ongoing communications. If the District contracts with Citrus to complete the project and Escalante contracts with Citrus for ongoing maintenance, Supervisor Lawrence wants assurance that Mr. Leahy will attend every CDD meeting to provide updates and that he is committed to ongoing communication with the District. Mr. Leahy replied affirmatively; he plans to attend the meetings or workshops, whichever the Board prefers.

Supervisor Lawrence asked for further discussion about the pressure issue, as this is the first time he heard of it. Mr. Kloptosky interjected that he just received information that the District has pressure reducing valves on all of the irrigation lines that branch off of the main line.

Mr. Kloptosky referred to Citrus' proposal and voiced his opinion that it contains a conflict with regard to the price of \$250 for permitting but Page 2 contains the comment that "Customer is responsible for any permits that are required for the job". He asked for clarification.

Mr. Husuliak advised that the building construction work would be performed by a licensed contractor and that contractor included the permit costs in their scope of work. Mr. Kloptosky interjected. Mr. Husuliak asked Mr. Kloptosky to allow him to finish his explanation. Mr. Husuliak explained that Citrus' scope of work is the actual pump house equipment, which does not require a permit; however, if any permits are required for work that the District wants that is beyond Citrus' scope, the District will be responsible for those permit costs. For example, if the District decides that it wants a new service disconnect unit installed, it must be done by a certified electrician, not Citrus; therefore, the permit costs would be on the District. Mr. Husuliak reiterated that the work performed by Citrus does not require permits. He noted that permitting is required for building phases, such as if the District wants concrete walls installed, etc., and those permit costs are reflected within the building contractor's portion of the quote.

Mr. Kloptosky stated that Mr. Husuliak's response did not answer his question. He argued that the statement in the proposal "Customer is responsible for any permits that are required for the job" means that Grand Haven must pull the permits, which it cannot do. Mr. Kloptosky voiced his opinion that the proposal should include language that the subcontractor would pull the permit, rather than "dumping it on the customer".

Mr. Husuliak advised Mr. Kloptosky that he can word it however he wants but he wants Mr. Kloptosky to understand that he is discussing two (2) different proposals. Mr. Husuliak noted that there must be a permit for the building construction phase; the caveat regarding the customer being responsible relates to the pump station itself.

Mr. Kloptosky voiced his understanding but continued his argument regarding Citrus' proposal and the fact that it does not contain the name of the subcontractor, along with the statement that "the customer is responsible".

Supervisor Smith asked Mr. Kloptosky to provide his recommended wording.

Mr. Kloptosky did not provide specific wording but only stated "I do not want to see language in there that puts us in a position of responsibility for permitting when we have no ability to do that". Supervisor Smith asked Mr. Kloptosky if he wants to strike that particular line. Mr. Kloptosky deferred to District Counsel to answer Supervisor Smith's question.

Mr. Clark indicated that the "threshold" question that has not been addressed yet is who will take control of the pump house. He recalled previous discussion that the Board desires to take control. Mr. Clark stated that the Board is reviewing a proposal given to the golf club. He noted discussion regarding ongoing maintenance, which Escalante wants to perform; however, the Board has not received a proposal for maintenance. Mr. Clark advised that the Board previously determined that they do not want Escalante to maintain the pump house; the Board wants to take control and contract for the repair work and ongoing maintenance. He stated that he corresponded with Mr. Jeff Kindred, of Escalante, regarding whether Escalante assumed the pump house agreement from Hampton Golf. Yesterday, Mr. Clark received a document that gave Escalante an assumption from Grand Haven Golf, who assumed it from Hampton Golf, to take over this agreement. Mr. Clark stated that the existing agreement, since 2005, calls for the golf club to maintain the pump house and the original agreement gives Hampton Golf a license to enter onto the District's property to maintain the pump house. He advised that the license agreement was between the District and Hampton Golf and, as a matter of law, it cannot be assigned; Hampton Golf had no right to assign maintenance to another entity.

Mr. Clark summarized that the District must either take over the construction, repair and maintenance or it must enter into a new agreement with Escalante to do those things, while imposing terms and conditions that are satisfactory to the District. He stated that he prepared the agreement and sent it to Escalante, who has not responded. Mr. Clark felt that Escalante believed that they could operate under the old agreement but he does not believe the District

must. To the extent that there is confusion on the issue, Mr. Clark advised the Board that it should formally revoke the license to maintain the pump house, which was previously granted to Hampton Golf. Once the Board revokes Hampton Golf's license, the Board can decide what entity will take charge of the pump house.

Supervisor Chiodo voiced his opinion that the District must be responsible for the pump house, since it owns it, and work with its partner, the golf course, to pay for the pump house. He believes that the maintenance agreement should be between the District and the contractor.

Regarding the assumption or transference of the agreement, Mr. Leahy pointed out that Hampton Golf was not the owner of the golf course and asked Mr. Clark if Hampton Golf or the developer actually converted it. Mr. Clark acknowledged that Mr. Leahy's question is a good one and he does not know; prior to Escalante buying the golf course, Hampton conveyed or assigned the pump house agreement back to Grand Haven Golf LLC, which then sold the property to Escalante, with an assignment and assumption agreement that Escalante entered into at the closing, which included 20 agreements, of which the pump house agreement was one. He explained that certain portions of the agreement can be assigned, such as the cost responsibility but the right that the District gave to Hampton Golf to enter onto the District's property to maintain the pump house cannot be assigned.

Mr. Clark stated that the Board must decide who, if anyone, will be allowed to repair and maintain the pump house.

Supervisor Chiodo felt that this matter must be resolved prior to deciding on the repairs and maintenance. He favors revoking Hampton Golf's license.

As the Board plans to no longer allow Escalante access to the pump house, Mr. Leahy asked the Board if the District has someone that can reset the pump house, if it should go down. Supervisor Chiodo replied probably. Mr. Kloptosky stated that Austin personnel have performed this type of thing in the past but CDD employees have not. Mr. Kloptosky indicated that his goal is to have someone "on call" in those situations. Mr. Leahy clarified that he wants to know if the District has someone who is capable of performing day-to-day pump house maintenance, as opposed to calling in someone to reset it. Mr. Kloptosky stated that CDD staff can do it, if someone shows him what must be done; he has left this to Escalante and questioned whether Escalante has done it.

Mr. Leahy noted that, in the past, when lightning struck, Escalante staff had to manually start the pumps. Mr. Kloptosky conceded that he knows nothing about these issues, when they occur, which is what he wants to eliminate.

Mr. Wrathell redirected the conversation to the intent of the original agreements. He noted that the situation has changed and the question becomes whether a “resident” CDD Board would enter into the same type of agreement that the “developer” Board did, in 2005. Mr. Wrathell voiced his opinion that the original agreement was designed to protect the golf course but now, it might make better sense for the Board to take control, in an effort to improve the shoddy construction of the original developer. He acknowledged that, while the Board might want to work together with Escalante, from a pure business perspective, the 2005 arrangement might not make sense, given the Board’s efforts to protect and reinvest in the District’s assets.

Mr. Clark acknowledged the important question of what happens if something happens in the interim, once the District no longer allows Escalante access. He indicated that, if the District hires a contractor for ongoing maintenance, no one will be on site. Mr. Clark felt that there is room for the District to enter into an agreement with Escalante so that “the doors are not locked to them”, as the District is interested in ongoing maintenance and ensuring that the pump house is being taken care of. He believes that, if the District and Escalante work together, both can provide for these situations; it is in everyone’s best interest to keep the pumps functioning. Mr. Clark suggested that responsibility can be defined; however, the District cannot give up its responsibility.

Mr. Leahy pointed out that the golf course greens cannot go without water as long as the CDD’s common areas can. He explained that the delicacy of the golf course greens is the reason Escalante wants to involve Citrus and take responsibility for maintaining the pump house. Mr. Leahy acknowledged the District’s past history with Hampton Golf but stressed that Escalante has a vested interest in the pump house. He discussed grass issues on the golf course, last year, related to the quality of the water coming from the pump house.

Supervisor Lawrence asked if an agreement could be structured in which Escalante completes daily maintenance and operation and the CDD performs periodic maintenance. Mr. Leahy indicated that he is not in a position to make that decision. Mr. Leahy noted that Escalante’s position was that they have an agreement and, if that is up for debate, he believes that the discussion must return to Mr. Clark’s point.

Supervisor Lawrence advised that, today, the Board will cancel the license agreement the CDD had with Hampton Golf; he is trying to look forward and wants to know Mr. Leahy's opinion of whether it is workable for Escalante to complete day-to-day maintenance and the District to perform periodic maintenance.

Mr. Snell voiced his opinion that Escalante and the CDD are fighting for the same thing; he wants to hire a company that will maintain "everyone's" pump house, on an annual, routine service schedule, with him performing interim maintenance. He questioned why there is a fight, when everyone wants the same thing. Mr. Snell pointed out that, in spite of all of the issues brought up today, he did not hear, even once, of a time when the District or golf course went without water.

Supervisor Lawrence indicated that the Board sees a deteriorating pump house. Furthermore, the District's agreement with Hampton Golf was not properly implemented; therefore, the Board fears being in the same position, in the future, if maintenance responsibility stays with another party. He advised that the Board wants to retain control of periodic maintenance to ensure that the work is properly completed. Supervisor Lawrence is also seeking ways to have Escalante complete the day-to-day maintenance.

Mr. Wrathell felt that the Board does not have an issue with Escalante addressing the day-to-day maintenance of the pump house; rather, the big divide was caused by previous experience with Hampton Golf. He noted that Escalante might not have the same long-term view of the pump house as the Board. Mr. Wrathell stated that, if the CDD is in charge of the work to repair the pump house and the macro-level maintenance and oversight, the Board might be willing to allow Escalante control of the day-to-day aspects of the pump house. Mr. Wrathell acknowledged Escalante's concern, as their watering needs are far more sensitive than the District's. He surmised that Supervisor Lawrence's concept might be "good middle ground".

Mr. Kloptosky agreed that the goals are the same but stated that his aggressiveness regarding the issue is related to trying to break the old habits and work together. He stated that he is not sure there is a need to split services, as he is more comfortable with having a single entity involved. He advised that, if the Board agrees to involve Escalante, he has no problem but recommends structuring the agreement to require keeping the District updated, such as through Escalante's attendance and reports at the monthly meetings. Mr. Kloptosky suggested that Escalante staff cross-train the CDD field staff to handle the day-to-day maintenance, in case Escalate cannot.

Mr. Clark stated that, when he drafted and sent the contract, several months ago, those are the ideas that he envisioned. He felt that Escalante “sat on” this and he determined, over the past few days, that Escalante believed that they already had an agreement, which troubles him. Mr. Clark noted that the District does not have to do everything its way and exclude Escalante. He wants Escalante to review the draft agreement and let him know what they would like to change.

Mr. Leahy pointed out Escalante’s position that they already have an agreement that they want to move forward with. In his opinion, regardless of whether the Board “revokes” the agreement today, Escalante will argue the fact. Escalante wants to proceed with the necessary repairs and maintenance. Mr. Leahy confirmed that he is willing to attend meetings and do what is necessary to prove to the Board Escalante’s interest in the pump house. He noted that there are separate issues that must be debated between Mr. Clark and Escalante’s counsel.

Mr. Wrathell voiced his opinion that the draft agreement will “go nowhere” unless someone at Escalante reviews it from a “business” perspective; it will result in dueling attorneys and go nowhere. He stated that Mr. Clark needs someone at Escalante to review the business terms of the agreement and provide comments; if Escalante maintains its position regarding the original agreement, it does nothing to allay the Board’s concerns. Mr. Wrathell summarized that the District can revoke the agreement today or in the future.

Mr. Leahy pointed out that Escalante is trying to avoid having the attorneys fight about the agreement; however, the District and Escalante each have their opinion. He noted that the worst part is that the agreements are not clear. Mr. Leahy stated that he understands the District’s position but Escalante is trying to protect itself, as well. He acknowledged that, apparently there must be a conversation, as the District is at a standstill on the legal aspect. Mr. Leahy reiterated that Escalante’s goals are to get the pump house working, have communication and ensure that this situation does not happen again. He stated that he is just trying to get things going.

Mr. Wrathell indicated that, from a business perspective, the District wants to work with Escalante but, from a negotiating perspective, he would advise the Board to revoke the agreement, in order force a negotiation.

Supervisor Chiodo referred back to the Citrus proposal and stated that any building permit requirements must be under the contractor, as the District cannot obtain permits. Mr. Leahy pointed out that PBM’s proposal might require permitting because they propose

rebuilding the structure; Citrus' does not because it proposes repairing the existing building. Mr. Leahy stated that Escalante is not against PBM working on the building; the concern is if the District has PBM maintain the pump house.

Mr. Kloptosky asked if the building contractor that Citrus would subcontract with could obtain the permit.

Mr. Husuliak pointed out that the proposal states that the subcontractor is charging \$250 for the permit; the subcontractor would pull the permit. He reiterated that Citrus is an expert in golf course pump houses; if the District prefers to use a local contractor for the structure work, they are welcome to do so and Citrus will work with that contractor. Mr. Husuliak urged caution with having a building contractor maintain the pump house. He stressed that he knows his competition in Florida and has never heard of PBM.

Mr. Husuliak recalled that Citrus questioned whether the building has a foundation under the footers because if it does not, it could require a lot of work if the Board wants to install brick walls. Mr. Kloptosky confirmed his awareness of the fact and stated that, for this reason, he would recommend a contingency in the contract, if the Board approves the work, as he anticipates that the City of Palm Coast would require the slab perimeter to be dug out and a footing poured, prior to installing the concrete brick.

Mr. Kloptosky reiterated his belief that the wording of the proposal should be changed with regard to the "customer being responsible for permitting".

In response to Mr. Kloptosky's references to the term "customer", in the Citrus proposal, Mr. Wrathell voiced his opinion that the "customer" is Escalante.

Mr. Husuliak repeated that Citrus' scope of work does not require a permit.

Supervisor Smith asked Mr. Kloptosky if he prefers that the District hire PBM to construct the building. Mr. Kloptosky spoke of PBM's good working relationship with the City of Palm Coast but recalled his preference to work with a single entity for the entire project. Although Mr. Husuliak assured the Board that he can coordinate the work, if PBM is hired for the building construction phase, Mr. Kloptosky stated that he is unsure that Citrus and PBM can coordinate together on construction work and equipment replacement. Mr. Kloptosky believes that using a single contractor would be best.

Supervisor Lawrence asked if that means that Mr. Kloptosky is agreeable to Citrus completing the project, using their building subcontractor, provided the wording related to pulling permits is changed. Mr. Kloptosky indicated that he was not saying that and stated that

he already voiced his concerns about Citrus. Mr. Kloptosky raised questions whether Citrus' subcontractor has an engineer on staff, as PBM does.

Supervisor Smith asked if Escalante will be the entity that executes the contract. Mr. Leahy pointed out that Escalante will "write the check". Mr. Kloptosky disagreed and argued that the proposal is with "Grand Haven GC" but the "GC" should be "CDD". Mr. Wrathell explained that "GC" is "Golf Club". Supervisor Smith suggested that Escalante cover any overages, if the project was underbid. Mr. Leahy recalled that the original proposal contained a contingency.

Regarding ongoing maintenance, Supervisor Smith asked how many times per year Citrus would be on site. Mr. Leahy replied four (4) times. Supervisor Smith asked if Escalante can commit to Citrus attending CDD meetings to report the findings. Reports are available from the last visit. Supervisor Smith clarified that he does not just want reports; he wants actual, physical attendance at the meeting. Mr. Husuliak indicated that Citrus will attend meetings or whatever the Board wants them to do. Supervisor Smith pointed out that Mr. Husuliak and Citrus bring an expertise that the District has not had before. Mr. Husuliak reiterated that Citrus would be happy to work with PBM if they complete the building construction phase. Mr. Husuliak discussed working on a job this week, at Disney World, where three (3) different contractors were involved with the pump station work and there were no problems with all contractors working together. Mr. Husuliak concluded that, if Citrus were not able to work with other contractors, they could never stay in business.

Supervisor Lawrence asked about the subcontractor in Citrus' proposal. Mr. Husuliak indicated that the subcontractor is MRI, located in Fort Myers; MRI's expertise is construction of wet wells, intake pipes, etc., for golf course pump houses. MRI is also the best or second best contractor building pump house buildings. MRI reviewed the photographs of the District's pump house and understands the scope and what must be done. Mr. Husuliak indicated that Citrus has 100% confidence in MRI.

Supervisor Smith questioned why the District cannot simply proceed with awarding the contract; the reason to delay is unclear to him. He acknowledged the legal issue.

Supervisor Lawrence agreed with Supervisor Smith and noted that his greatest concern is the pump house "going down" and creating major problems for both the District and Escalante, in addition to tremendous costs, due to large capital replacements. Supervisor Lawrence felt that

resolving the issue of the agreement will take several months and, while they may “get lucky” and the pump house works, it might not.

Supervisor Smith asked, if the agreement is targeted towards the golf course and Escalante believes they have an agreement to operate, why Escalante does not just execute the contract and proceed. Mr. Leahy indicated that Escalante is prepared to proceed and bill the District for its portion of the costs.

Supervisor Smith asked Mr. Kloptosky if he is comfortable with Citrus’ price structure. Mr. Kloptosky stated that he is comfortable with the pricing but he is not comfortable with this solution to the problem because he feels that it takes full control out of the CDD’s hands. Mr. Kloptosky is not in favor of Citrus working for Escalante, as opposed to the CDD. Supervisor Smith pointed out that, even as the owner of the pump house, the CDD must hire “somebody” to complete the project, whether it is Escalante, Citrus or another contractor; the District is not going to complete the work internally. Mr. Kloptosky disagreed with Supervisor Smith and stated that this involves another entity hiring a contractor to perform work on District property.

Supervisor Smith indicated that Escalante vetted their decision and he is very comfortable with the quality of Escalante’s choice.

Supervisor Lawrence agreed with Supervisor Smith and noted that Escalante has more to lose than the District, if the pump house fails. He felt that, if Escalante is willing to proceed with the project to protect their asset, he is comfortable with going along.

Supervisor Chiodo agreed with Supervisors Smith and Lawrence and stated that, while the issue of the agreement is being resolved, the work must still be completed. He believes that it is not necessary to delay the work until after the agreement issue is resolved.

Mr. Wrathell asked Mr. Clark if the repair work can proceed without first resolving the agreement issue.

Mr. Clark stated that Escalante plans to proceed with the work and approached the District, as a “good neighbor”. He was unsure if the Board should formally “approve” the project, as it could confuse the status of the agreement, going forward; however, it is clear that Escalante plans to move forward with the project.

Supervisor Smith recommended “no action”, on the Board’s part. Mr. Wrathell indicated that, if future issues are not sufficiently addressed, the District can deal with the agreement, at that time. Mr. Clark reiterated his position that Escalante does not have an agreement; although,

Escalante’s position is different. Mr. Clark summarized that the Board does not need to “decide” the agreement issue today.

Mr. Leahy voiced his understanding that the Board accepts Citrus’ bid to complete the project, on Escalante’s behalf, and that the District is responsible for a portion of the costs. He noted that the District is the party that wants a concrete wall and asked if the Board accepts the Citrus proposals, as presented today.

Supervisor Lawrence asked how much the footers, which were first discussed today, will cost. It was noted that the cost is unknown.

Mr. Clark indicated that Mr. Leahy heard the opinions of four (4) Board Members (Supervisors Chiodo, Lawrence and Smith, with Supervisor Gaeta choosing not to comment) and stated that hopefully, Mr. Leahy finds that adequate to move forward, under what he believes the agreement to be. Mr. Clark voiced his opinion that, with or without the agreement, the cost split will probably apply.

Supervisor Lawrence asked Mr. Leahy to inform the Board, should something unexpected be discovered, once work on the project begins. Mr. Leahy confirmed that the Board would be notified.

FIFTH ORDER OF BUSINESS

CONSENT AGENDA ITEMS

A. MINUTES

- i. Approval of January 9, 2014 Continued Meeting Minutes**
- ii. Approval of January 9, 2014 Community Workshop Minutes**
- iii. Approval of January 23, 2014 Regular Meeting Minutes**

B. UNAUDITED FINANCIAL STATEMENTS

- i. Approval of Unaudited Financial Statements as of January 31, 2014**

Mr. Wrathell presented the Consent Agenda Items for the Board’s consideration.

Mr. Wrathell noted that assessment collections were at 87%.

Supervisor Gaeta indicated that she submitted changes to the January 9, 2014 Community Workshop Minutes, after the agenda package was shipped, and asked that those changes be reflected. The following changes were made:

Line 51 and throughout: Change “Alfin” to “Reisman”

Supervisor Gaeta noted that she also submitted edits to the January 23, 2014 Regular Meeting Minutes.

On MOTION by Supervisor Lawrence and seconded by Supervisor Gaeta, with all in favor, the Consent Agenda Items, with Supervisor Gaeta's previously submitted edits to the January 9, 2014 Community Workshop and the January 23, 2014 Regular Meeting, were approved.

SIXTH ORDER OF BUSINESS**STAFF REPORTS****A. District Engineer****i. Review of Construction Bid for Sailfish Drive**

Mr. Sullivan reviewed the construction bid for Sailfish Drive. He stated that the bid was reduced by approximately \$16,000.

Mr. Kloptosky recalled that S.E. Cline (Cline) previously estimated the cost for the project but was "too busy" to officially bid when bids were requested and another contractor submitted a bid. He stated that Cline now has time for the work and a bid of \$127,883.57 was obtained, which is higher than their originally estimated costs, due to an adjustment in the scope of work. Mr. Kloptosky stated that certain items in the scope of work could be changed to reduce costs. He explained that costs would be higher if Cline was required to open every driveway each day. Mr. Kloptosky advised that the changes would bring the Cline bid to \$111,168.97.

Regarding timing, Mr. Kloptosky recalled that the Board put the project on hold and must decide whether to move forward. Additionally, Mr. Kloptosky noted that contingency costs are necessary, as modifications might be needed for several houses, which could relate in additional contract costs. In response to the Board's question, Mr. Kloptosky recommended a minimum of 10% or 15%.

Supervisor Lawrence asked the amount of Cline's original estimate. Mr. Kloptosky indicated that Cline's original figure was \$55,000; however, that amount increased to \$80,000, due to other work. Mr. Kloptosky reiterated that those were budget estimates; the newest numbers are Cline's official bid. In response to Supervisor Chiodo's question, Mr. Kloptosky confirmed that Cline's bid amount is \$111,168.97, not including a 10% or 15% contingency, and, assuming that the changes discussed, which reduced the bid from \$127,883.57, can be included. Supervisor Gaeta asked if Cline's estimate includes permitting costs. Mr. Kloptosky could not locate permit costs in the bid and recalled that Cline did not know what the permit

costs would be so they bid “costs plus \$5,000”. Supervisor Gaeta pointed out that, with the contingency and the permitting costs, Cline’s bid is essentially back up to the original amount.

ii. Creekside Stormdrain Permit

Mr. Kloptosky presented Cline’s bid for \$12,599 to add a drain on Creekside Drive. Mr. Kloptosky explained that Cline was unsure about permitting and there was discussion about Genesis developing a drawing. Mr. Sullivan estimated Genesis’ cost to be \$2,000, to complete drawings necessary for permitting.

iii. 2004B Certificate of Completion

Mr. Sullivan indicated that Genesis accumulated the as-built drawings, compared the site conditions with those drawings and did not identify any significant issues. He recalled that Genesis was asked to secure all of the permit information and discovered that the permits were not closed. Genesis is in the process of obtaining a list of issues from St. Johns River Water Management District so that they can be addressed.

B. Amenity Manager

Mr. Ross noted the significant tennis and guest revenue increases since implementation of the Smart Amenity Access Card (SAAC) system.

Supervisor Gaeta commended Mr. Ross and Mr. Deary for their hospitality at an activity earlier in the week.

Mr. Deary asked for clarity regarding the new Amenity Management contract and the proposed language that he forwarded to memorialize conversation with the Board during the presentation, related to the café price increase and profit sharing arrangement.

Mr. Wrathell noted that the email was circulated to the Board.

Mr. Deary explained that the concept he proposed was that, if the café becomes truly profitable, any contract price increases, contemplated in the RFP, for the second and third years, would be offset, as much as possible, by the café profit sharing. He proposed that, if profits are generated, an amount equal to the yearly price increase would be offset, with any additional profits, beyond the offset amount, being split 50/50 with the District.

Mr. Wrathell indicated that he will work with Mr. Clark to weave that provision into the final agreement.

Mr. Deary noted that part of the yearly price increase was in anticipation of the “Affordable Health Care Act” (AHCA), which has been delayed. Mr. Deary offered to reduce

the yearly contract increase by 50%, each year that the program is delayed. He stated that he is comfortable with District Counsel adding this provision into the final contract.

****The meeting recessed at 11:28 a.m.****

****The meeting reconvened at 11:38 a.m.****

C. Field/Operations Manager

i. Sound System

Mr. Kloptosky recalled that the Board previously approved the sound system in an amount not-to-exceed \$15,500. He recalled a question about possibly eliminating the UPSS component and surge protection. Mr. Kloptosky indicated that the HabiTech representative does not recommend and was not comfortable eliminating the surge protection and UPSS components. He explained that the UPSS component powers equipment down slowly, if power is lost, which is added protection. HabiTech was willing to switch to a lower quality surge protector, which reduced the cost by \$300, along with offering a \$700 “courtesy” discount, bringing the cost to \$14,450.

ii. Marlin Drive Pump House Repairs and Maintenance

This item was discussed during the Fourth Order of Business.

Mr. Wrathell commended Mr. Kloptosky on his tenacity regarding this project. Mr. Kloptosky expressed that he is still not comfortable with another party performing work on the District’s equipment. Mr. Kloptosky assured everyone that he will monitor the situation and inform the Board of everything that happens. Supervisor Lawrence voiced his opinion that Mr. Kloptosky will see more interaction from Escalante. Mr. Kloptosky indicated that he “hopes so”; however, he has heard that for months now. Mr. Kloptosky reiterated that he has doubts about what is going to happen.

iii. Firewise Mitigation Project Commencement

Mr. Kloptosky advised of an upcoming meeting, on February 24, with Mr. John Craig, Senior Ranger and Wildfire Mitigation Fuel Reduction Crew Chief, for the Florida Forest Service. He stated that the project is scheduled to commence between February 24 and 28 or March 3 to 7.

Discussion ensued regarding the “value” of the project that is being funded entirely by the Florida Forest Service. Supervisor Smith pointed out that, if the value is \$100,000, as noted by Mr. Kloptosky, residents should be informed.

Mr. Kloptosky indicated that the pergola was pressure washed for \$500.

Supervisor Smith asked about pressure washing sidewalks.

Mr. Kloptosky advised that CDD field staff pressure washes the sidewalks but not the curbs and gutters. He advised that resident comments are being received regarding the appearance of the curbs and gutters and noted that this project will be more costly. Mr. Kloptosky recalled obtaining proposals a few years ago but the Board did not include it in the budget. The Board previously discussed having CDD staff complete the work but Mr. Kloptosky advised that it would require hiring an additional field staff member.

Supervisor Smith indicated that his company makes a product that, when placed on concrete, prevents mold, mildew and algae growth. He offered to donate the product and apply it to a “test” area to determine if it would be of value to the community.

Mr. Kloptosky recalled that he researched the product a few years ago and voiced his belief that it was cost prohibitive, given the square footage. Supervisor Smith noted that there is an advantage now, as he runs the company and sets the prices. Mr. Kloptosky noted that, several years ago, the cost was well above \$20,000 to purchase the product, not including application. Supervisor Smith pointed out that CDD field staff could apply the product.

Mr. Gary Noble, a resident, indicated that the curb cleaning is a problem and the problem is being exacerbated because property owners must now pressure wash their roofs. He suggested hiring a contractor to complete the entire community.

Mr. Wrathell noted that it looks nicer when curbs and gutters are cleaned, in addition to sidewalks.

Supervisor Lawrence asked Supervisor Smith if the product retards dirt, as well. Supervisor Smith replied no but the dirt can be cleaned off with a regular hose. Mr. Wrathell indicated that Supervisor Smith is offering the product for free, in order to test it. If the District chose to use this type of product, it would not be as a result of the Board Member; Supervisor Smith is simply offering an option and something for the Board to consider.

Supervisor Lawrence suggested researching the cost of hiring a contractor, compared to hiring a new CDD staff member. Mr. Kloptosky indicated that there are savings with CDD staff pressure washing the sidewalks but he does not have sufficient staff to clean the curbs and gutters.

Supervisor Lawrence recalled challenging ABM Security (ABM) to present other security options and asked that ABM follow through. Mr. Kloptosky indicated that he will meet with ABM, next Wednesday, and “the pressure is on”. Mr. Kloptosky plans to discuss the “free”

options that ABM offered, along with other items that he believes they must “step up” on. Supervisor Lawrence suggested that it would be beneficial for ABM to attend some meetings and to remind them that they were only awarded the contract “by the skin of their teeth”. Mr. Kloptosky confirmed that he will invite ABM to attend the next workshop.

D. District Counsel

Mr. Clark advised that he asked the City of Palm Coast about the delay in receiving the deed to the Waterside Drive project. The City Attorney indicated that it was discovered that abandonment of an easement from Escalante was needed. Mr. Clark questioned why the District was not told and advised the City Attorney that the CDD is separate from Escalante; the issues are separate. He informed the City Attorney that the City is welcome to maintain that portion of Waterside Drive, if it wishes, which prompted a response that the City does not want to maintain it. Mr. Clark provided the City Attorney with contact information for Escalante and agreed to complete and forward the deed to the District.

Supervisor Lawrence asked Mr. Clark if he can push Escalante’s counsel to review the draft agreement. Mr. Clark agreed to push the issue. Mr. Clark noted that he now has assignment documents that he believes Escalante “held”, which troubles him.

E. District Manager

i. Upcoming Regular Meeting/Community Workshop

- **COMMUNITY WORKSHOP**
 - **March 6, 2014 at 10:00 A.M.**
- **BOARD OF SUPERVISORS MEETING**
 - **March 20, 2014 at 9:30 A.M.**

Mr. Wrathell indicated that he will not attend the March 20, 2014 meeting; however, Mr. Woodville and Mr. McGaffney will attend.

SEVENTH ORDER OF BUSINESS

BUSINESS ITEMS

A. Discussion: Authorization to Begin Pump Station Work

This item was discussed during the Fourth Order of Business.

B. Status of Community Information Guide

Mr. Kloptosky indicated that an email was circulated, which contained incorrect information. He stated that he and his staff have been working on the Community Information Guide since late December and noted that compiling the data is much easier now, with the new

database system. Mr. Kloptosky advised that he is prepared to seek bids to print the guide; staff contacted several companies but a few did not have the ability to convert Excel spreadsheet data to the necessary format. He noted that staff also must verify and update data.

Mr. Kloptosky expects to provide prices at the next workshop or meeting and should be prepared to move forward with contracting with a printer in the next few months.

Discussion ensued regarding the content.

C. Eligibility for Passes for Preferred Guest List Visitors

Mr. Kloptosky indicated that a resident requested a 30-day pass for a visitor that is already on the resident's preferred guest list. He felt that that a pass was not necessary, as the person already appears on the list; the resident just wants their guest to be able to get through the gate "faster". Mr. Kloptosky questioned if this scenario has been addressed.

Mr. Kloptosky posed the questions, can an extended pass be given to someone who lives locally and is already on a resident's preapproved visitor list, should authorization be given through the CDD office or the resident and how will the passes be tracked to verify that the correct person is using the pass.

Supervisor Lawrence asked if the guards check IDs of people on a preferred guest list. Mr. Kloptosky indicated that the name is accessed in the database but he was unsure whether the guard asks for ID. Supervisor Gaeta advised that the guest must provide all information up front, including ID and license plate number; when the guest enters, the information is already on file.

Mr. Clark indicated that the Board can decide whether to give passes.

Mr. Wrathell noted that he enters through the gate and it is not a hardship. He believes that, the more the Board entertains these types of requests, the more the District opens itself to the same types of abuses that happened in the past.

Supervisor Gaeta recalled that residents might not be able to access their driveways for a few days, when work commences on Sailfish Drive, and asked if those residents will be notified of where to park their vehicles, as they cannot park on Sailfish Drive. Supervisor Lawrence recommended asking Mr. Cullis, of Grand Haven Realty, if those residents could park in his parking lot. Mr. Kloptosky indicated that Cline suggested that the affected residents park their vehicles further down on Sailfish Drive.

Supervisor Smith was not in favor of issuing 30-day passes to visitors already on a resident's preferred guest list.

Mr. Kloptosky indicated that a resident continues contacting the office regarding deactivation of his gate access devices (GADs) for vehicles that do not have an active registration on file in the CDD office. The resident contends that he cannot renew the vehicle registrations because his daughter was driving one (1) of the vehicles and has several tickets that she cannot pay. The resident requested that the District exercise leniency and allow him to keep his GADs for his unregistered vehicles, until the tickets are paid, in two (2) months.

The Board supported deactivation of the GADs for the unregistered vehicles.

D. Information Recorded on Guest Passes

This item was briefly discussed during Item 7.D.

E. Keeping Grand Haven Grand: Phase 2

This item was not discussed.

EIGHTH ORDER OF BUSINESS

OPEN ITEMS

Regarding switching the streetlights to LED, Mr. Kloptosky indicated that the matter is with Vesta/AMG. He will discuss this with Mr. Deary, as AMG was to make a presentation.

Regarding Chinier Street, Supervisor Chiodo indicated that, in speaking with a resident, Ms. Leister revealed plans to plant two (2) small trees but, if those trees die, the CDD will not be responsible for replacing them. Mr. Kloptosky indicated that this is new information to him. Supervisor Lawrence advised that, if the District installs something and it dies, the CDD replaces it. Supervisor Chiodo stated that he will notify the resident.

Supervisor Chiodo reported instances of piggybacking at the North Gate entrance again.

Mr. Kloptosky noted a contractor that was caught piggybacking but assured him that he would not do it again. He directed the CDD office staff to contact the contractor's office to ensure that it does not happen again.

Items C, F, G, I, E and L were removed.

Regarding the Esplanade Dock and Pavilion repair, Mr. Kloptosky recalled that the Board wanted him to provide a final proposal. He advised that, after investigation, he is not comfortable with the Trex product and recommended using wood. Regarding the railings, Mr. Kloptosky did not support using PVC or aluminum; he favors wood.

On MOTION by Supervisor Lawrence and seconded by Supervisor Chiodo, with all in favor, the East Coast Building Corporation proposal, for \$55,680, for pier repairs, in wood, with District Counsel preparing a standard form of agreement, and including a \$2,000 contingency for permits and engineering expenses, was approved.

NINTH ORDER OF BUSINESS

SUPERVISORS' REQUESTS

Supervisor Smith asked that Supervisor Lawrence give a CIP status report at the next workshop.

Supervisor Gaeta asked if any of the pier lights must be replaced. Mr. Kloptosky recalled that lights will be cleaned, repainted and only those that must be replaced will be replaced. Regarding timing, Mr. Kloptosky was unsure how long the work will last.

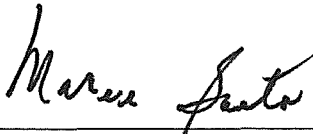
Discussion ensued regarding Center Park pavers.

TENTH ORDER OF BUSINESS

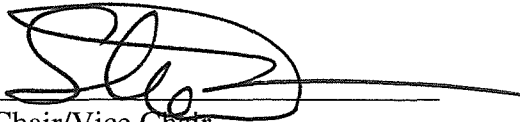
ADJOURNMENT

There being no further business to discuss, the meeting adjourned.

On MOTION by Supervisor Gaeta and seconded by Supervisor Smith, with all in favor, the meeting adjourned at 12:28 p.m.



Secretary/Assistant Secretary



Chair/Vice Chair